

# Exhibit C

## WHITE PLAINS HEALTH CARE PROPERTIES I, LLC

### C/O THE CONGRESS COMPANIES

West Peabody Executive Center  
2 Bourbon Street  
Peabody, MA 01960  
Phone: 978-535-6700  
Fax: 978-535-6701  
[inquire@congressconstruction.com](mailto:inquire@congressconstruction.com)

September 24, 2021

BY UPS Overnight Delivery, signature required  
BY EMAIL: [lizerj@watersedgeusa.com](mailto:lizerj@watersedgeusa.com)

HBL SNF, LLC  
1280 Albany Post Road  
Croton-on-Hudson, NY 10520  
Attn: Lizer Josefovic

**RE: 116-120 Church Street, White Plains, New York ("the Leased Premises")  
TENANT LETTER OF SEPTEMBER 17, 2021.**

Lizer:

We are in receipt of your letter dated September 17, 2021, which attempts to exercise a non-existent "option" to purchase the Leased Premises. It is rejected in its entirety.

#### **Rejection of the September 17, 2021 letter:**

1. The Lease was terminated due to the Tenant's defaults thereunder on January 13, 2020 at 5:00 PM. We refer you to the Landlord's counsel, Alfred Donnellan's letter of January 7, 2020, attached herewith. The Tenant has no "option" rights under the Lease, since the Lease has long been terminated.
2. As set forth in the LOI dated November 20, 2019, para 6, g) Right of First Refusal and Option to Purchase, the Tenant's right of first refusal and option to purchase under the Lease were clearly suspended, pending payment in full of certain payments under the Lease, including the Security Deposits required under the Lease (as amended by the LOI), the working capital required by Section 7.7 of the Lease and *"the Tenant being in full compliance with the Lease"*. As you are aware, HBL never paid either the original lease Security Deposits nor the Security Deposits set forth in the LOI and never complied with the working capital requirements under Section 7.7 of the Lease. The Tenant is not currently, and was never, "in full compliance with the Lease".

#### **Tenant's duty to Indemnify the Landlord:**

1. In addition, as a result of HBL's blatant and ongoing Defaults under the Lease, (including the professional fees required to respond to this frivolous maneuver) continue to result in significant costs to the Landlord, which the Tenant is responsible to pay under Section 9.1, Tenant's indemnification, of the Lease. HBL's actions to date suggest that it is either unaware of, or in blatant disregard of this provision of the Lease. Be aware that these costs are inarguably the responsibility of the Tenant under the Lease, notwithstanding the Termination of the Lease, and must be paid forthwith.

#### **Amounts due to the Landlord by the Tenant:**

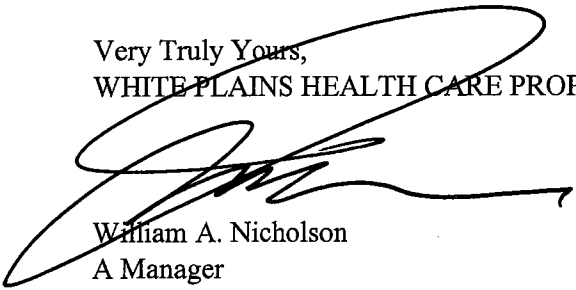
1. Due HBL's ongoing defaults, as of July 31, 2021, the Tenant is obligated under the Lease to pay to White Plains Health Care Properties the total sum of **\$111,420,213.50**, including late and default

amounts due thereunder, as set forth in the attached accounting, which was included in the Landlord's Motion for Summary Judgment.

(i) Rent and Holdover Rent:	\$20,574,253.03
(ii) Real estate taxes:	\$2,621.94
(iii) Municipal and utility deposits:	\$35,921.44
(iv) Interest rate damages for failure to close by April 1, 2020 as required by the letter of intent,	\$3,181,612.87
(v) Costs and professional fees (including certain WIP):	\$1,524,000.00
(vi) Lender default and late charges,	\$3,732,034.22
(vii) Accelerated rent	\$82,369,770.00

2. There can be no credible argument to even remotely suggest that the Tenant is not in **Default** under the Lease. **Accordingly, the Landlord hereby demands immediate payment of \$111,420,213.50, (as of the above 7/30/21 accounting) plus further ongoing amounts as set forth under the Lease) from the Tenant HBL, and from its Guarantors Lizer Josefovich and Mark Neuman.**
3. The Landlord reserves all other rights and remedies at law or in equity as against the Tenant, and against all Guarantors of the Lease, and the holders of any funds allocated or designated for Landlord's benefit.
4. Notice is hereby given that the Landlord has incurred significant losses and expects to continue to incur significant losses in connection with the Tenant's Defaults as defined the Lease and the Guarantees. Pursuant to your obligations under the Lease and Guaranty, you (HBL and its Guarantors) are hereby placed on notice that the obligations thereunder are now due, owing and continue to accrue. As a result of these obligations, you shall not transfer any assets or otherwise attempt to conceal any assets from White Plains Health Care Properties I LLC. White Plains Health Care Properties I LLC expressly reserves all rights with respect to this matter.

Very Truly Yours,  
WHITE PLAINS HEALTH CARE PROPERTIES I, LLC

  
William A. Nicholson  
A Manager

CC:

By Email (lizerj@watersedgeusa.com) & BY UPS Overnight Delivery, signature required  
Lizer Josefovich, Guarantor, Individually  
53 Mariner Way  
Monsey, NY 10952

By Email ([jgiardino@mrllp.com](mailto:jgiardino@mrllp.com)) & BY UPS Overnight Delivery, signature required

John Giardino, Esq.

Michelman & Robinson, LLP

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Mark Neuman, Guarantor, Individually

22 Lyncrest Drive

Monsey, NY 10952

By UPS Overnight Delivery, signature required

Gerald Neuman, Individually

c/o HBL SNF, LLC

1280 Albany Post Road

Croton-on-Hudson, NY 10520

By Email:

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Edward Tabor